

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

INVISTA S.a.r.l. and INVISTA (Canada))	
Company,)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 07-119 GMS
)	
FIBER RESOURCES INTERNATIONAL,)	
INC.,)	
)	
Defendant.)	

ORDER

WHEREAS, on February 26, 2007, the plaintiffs INVISTA S.a.r.l. and INVISTA (Canada) Company (collectively, "INVISTA") filed the Complaint (D.I. 1) in the instant action;

WHEREAS, on January 14, 2008, nearly one year later, the defendant Fiber Resources International, Inc., ("Fiber Resources") filed a Motion to Transfer Venue (D.I. 28) and a Memorandum in Support thereof (D.I. 29);

WHEREAS, the contracts at issue in this case include a forum selection clause designating Wilmington, Delaware, as the sole forum for disputes arising from the contracts;

WHEREAS, discovery is substantially complete;

WHEREAS, the Pretrial Conference will be held telephonically;

WHEREAS, the court has scheduled a two-day bench trial in this case, based upon the issues and the number of witnesses expected at trial;

WHEREAS, the court has considered the parties' submissions (D.I. 29, 38);

WHEREAS, the court finds that transfer is not required under 28 U.S.C. § 1406 because venue is proper based on the forum selection clause;

WHEREAS, the court has considered the convenience of the parties and the limited number of witnesses, the substantial completion of discovery, and the practicalities and administrative difficulty of further proceedings,¹ and finds that transfer is not warranted under 28 U.S.C. § 1404(a);

IT IS HEREBY ORDERED THAT:

The Motion to Transfer Venue (D.I. 28) brought by Fiber Resources is DENIED.

Dated: April 25, 2008

/s/ Gregory M. Sleet
CHIEF, UNITED STATES DISTRICT JUDGE

¹ See *Jumara v. State Farm Ins. Co.*, 55 F.3d 873, 879 (3d Cir. 1995).